

# JPMORGAN CHASE & Co.

November 1, 2011

**Cinnamon D. Pelly**  
Vice President  
Corporate Responsibility  
Ohio and West Virginia

Nelson Burns, President & Chief Executive Officer  
Coleman Professional Services, Inc.  
5982 Rhodes Road  
Kent, OH 44240

Grant #5825527

Dear Mr. Burns:

We are pleased to inform you that the JPMorgan Chase Foundation has approved a grant of \$21,000.00 to Coleman Professional Services, Inc. in support of Phoenix Project - Permanent Supportive Housing Services.

We take great pride in our history of supporting organizations and programs that strengthen the communities we serve. We commend the important work of your organization, are glad to support its efforts with this grant, and look forward to learning about its community impact.

Please note this grant is subject to the attached Terms and Conditions. Additionally, be sure to disclose any updates to **Appendix A** of the Terms and Conditions as it relates to affiliations with federal officials.

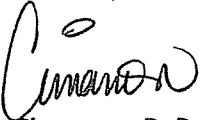
Upon review and acceptance of the Terms and Conditions, please have an authorized officer from your organization sign and **return the Terms and Conditions in its entirety within 30 days of receipt to:**

JPMorgan Chase Foundation Grant Administration  
c/o CyberGrants, Inc.  
Two Dundee Park, Suite 100  
Andover, MA 01810

Finally, please note that in any event the deposit, negotiations, or endorsement of the enclosed grant check constitutes your organization's agreement with the Terms and Conditions.

We extend our best wishes for continued success.

Sincerely,

  
Cinnamon D. Pelly

cc: Jim Malz  
John Batcho  
Jeffrey Papa

*We are proud to  
be a part of this  
important project!*

## TERMS AND CONDITIONS

These Terms and Conditions ("Terms and Conditions") are entered into by Coleman Professional Services, Inc. ("Recipient") and JPMorgan Chase Foundation (the "Foundation") as of November 1, 2011. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, Recipient and Foundation hereby agree as follows:

### ARTICLE I

#### GRANT; PROGRAM SUPPORTED

Concurrent with Recipient's execution of these Terms and Conditions, Foundation has made a grant in the amount of \$21,000.00 (the "Grant") to be paid to Recipient in support of Recipient's Phoenix Project - Permanent Supportive Housing Services (the "Program") subject to these Terms and Conditions. In these Terms and Conditions, "*Grant Term*" means the period of October 25, 2011 through October 25, 2012 and the term "*Grant Funds*" refers to the Grant plus any interest or other income earned on that amount.

### ARTICLE II

#### ACKNOWLEDGEMENTS

##### Section 2.1 Acknowledgement of Foundation.

Acknowledgements by Recipient relating to the Grant will be given to "**JPMorgan Chase Foundation**", unless otherwise determined by the parties pursuant to Section 2.2(a) below. Recipient will not issue or give any press release, interview or other public statement regarding these Term and Conditions or the parties' relationship without Foundation's prior written consent. The term "*Acknowledgement*" means any public reference or any other right or benefit provided to Foundation or its Affiliates in recognition or of as consideration for the Grant. The term "*Affiliates*" refers to any entities owned by, controlling, controlled by, or under common control with, directly or indirectly, a party; for this purpose, one entity "*controls*" another entity if it has the power to direct the management and policies of the other entity; *provided* that, for purposes of these Terms and Conditions, JPMorgan Chase & Co. ("JPMC") and Foundation shall be Affiliates.

##### Section 2.2 Any Additional Acknowledgement.

(a) Foundation and Recipient may agree that Recipient will provide Acknowledgements other than to "JPMorgan Chase Foundation". In such a case, Recipient will refer to JPMC's brand guidelines at [jpmorganchasebrandguidelines.com](http://jpmorganchasebrandguidelines.com) for the requirements for use of the applicable names, Trademarks (as defined below) or other identifying marks or proprietary indicia of Foundation or any of its Affiliates ("*JPMC Marks*"). Recipient must receive written consent of Foundation prior to Recipient's public use or distribution of any materials or statements containing any JPMC Mark.

(b) For any trademark, trade name, service mark or logo of Foundation or its Affiliates (whether or not registered, a "*Trademark*") to be used as an Acknowledgement for the Grant by Recipient pursuant to these Terms and Conditions, Foundation will be deemed to have granted to Recipient a nonexclusive, non-transferable, revocable sublicense to those Trademarks (a "*Trademark License*"). The Trademark License will terminate upon completion of the Program. Notwithstanding any provision of these Term and Conditions to the contrary, however, Foundation in its sole discretion may

(b) Foundation also reserves the right to demand that Recipient refund to Foundation all unexpended Grants Funds if:

- (i) Recipient does not comply with the terms of these Terms and Conditions;
- (ii) a director or officer of Recipient is found guilty of a breach of trust or fiduciary duty; or
- (iii) Recipient makes an assignment for the benefit of creditors or seeks judicial protection in any insolvency or bankruptcy proceeding.

Recipient will promptly notify Foundation upon the occurrence of any such events (i) - (iii) and will comply with any such demand or Foundation demand for compliance with Section 3.3(a). Upon the occurrence of any such event, Foundation will no longer have any obligation to pay to Recipient any unfunded Grant amounts that would otherwise be or become due hereunder.

#### Section 3.4 Representation Regarding Affiliations in Appendix A.

Recipient represents and warrants that the information in Appendix A hereto regarding its affiliation with Covered Official(s) (as defined in the Appendix) is accurate and complete.

### ARTICLE IV INDEMNIFICATION

(a) Recipient will indemnify, defend and hold harmless Foundation and each of its Affiliates, and each of its and their respective officers, directors, employees, agents, successors and assigns (each, an "*Indemnified Person*") from any and all third-party claims, demands, actions or threat of action (whether in law, equity or in an alternative proceeding and whether groundless or otherwise), losses, liabilities, damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties (collectively, "*Losses*"), and threatened Losses, in each case due to, arising out of, connected with, related to or incidental to the Grant, the Program or these Terms and Conditions and (i) acts or omissions that occur on any property owned, controlled or utilized by Recipient or any of its Affiliates; (ii) any actual or alleged infringement, violation or misappropriation of the Intellectual Property Rights of any third person by Recipient or any of its Affiliates; (iii) the negligent, willful or reckless acts or omissions of or by Recipient or any of its Affiliates; or (iv) death, personal injury, bodily injury or property damage caused by Recipient or its Affiliate; (an "*Indemnified Claim*"). For purposes of these Terms and Conditions, "*Intellectual Property Rights*" means patent, copyright, trade secret, trademark, or other intellectual property or proprietary rights of any third party.

(b) If Recipient fails to defend an Indemnified Person as provided in Article IV(a) after reasonable notice of an Indemnified Claim, Recipient will be bound: (i) to indemnify and reimburse the Indemnified Person for any Losses incurred by such Indemnified Person, in its sole discretion, to defend, settle or compromise the Indemnified Claim; and (ii) by the determination of facts common to an action and subsequent action to enforce the reimbursement rights of the Indemnified Person. No settlement or compromise that imposes any liability or obligation on an Indemnified Person will be made without such person's prior written consent (which may not to be unreasonably withheld).

### ARTICLE V REPORTING AND COMMUNICATION

#### Section 5.1 Reporting; Monitoring.

New York, New York 10017

Fax: 917-464-9291

Kent, OH 44240

Fax:

With a copy to the Community Relations Officer overseeing the Grant for the Foundation (Cinnamon D. Pelly).

## ARTICLE VI MISCELLANEOUS

### Section 6.1 Termination.

These Terms and Conditions will terminate upon the later of (i) delivery to Foundation of Recipient's final Grant Report (where Recipient has either expended or returned all Grant Funds consistent with these Terms and Conditions) and (ii) the end of the Grant Term; *provided* that Articles IV and VI shall survive termination.

### Section 6.2 Assignment and Subcontracting.

Recipient may not assign any rights or delegate any obligations hereunder (including any assignment by merger or other combination by operation of law) or subcontract any such rights or obligations without the prior written consent of Foundation. Any assignment or attempted assignment contrary to this Section will be null and void.

### Section 6.3 Rights and Remedies of the Parties.

Unless expressly stated otherwise in these Terms and Conditions, all rights and remedies provided for herein will be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity or otherwise.

### Section 6.4 Governing Law and Waiver of Jury Trial.

(a) These Terms and Conditions will be governed and construed in accordance with the applicable laws of the State of New York, without giving effect to the principles of that state relating to conflicts of laws. Each party irrevocably agrees that any legal action, suit or proceeding brought by it in any way arising out of these Terms and Conditions must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the state or federal courts in the State of New York, and each party irrevocably submits to the sole and exclusive personal jurisdiction of the courts in New York, generally and unconditionally, with respect to any action, suit or proceeding brought by it or against it by the other party. Notwithstanding the forgoing, claims for equitable relief may be brought in any court with proper jurisdiction within the United States. Foundation reserves the right to enforce the terms and conditions hereunder, including by filing suit in a court of competent jurisdiction in the State of New York, and Recipient agrees that it will not contest Foundation's standing to bring any such suit.

(b) Both parties agree to waive any right to have a jury participate in the resolution of a dispute or claim, whether sounding in contract, tort or otherwise, between the parties arising out of, connected with, related to or incidental to these terms and conditions to the fullest extent permitted by law.

### Section 6.5 Limitation of Liability.

Federal Official Affiliation Disclosure

The parties acknowledge that JPMorgan Chase & Co. is required to report information regarding Foundation grant recipients' affiliations with certain federal officials, referred to as "*Covered Officials*". This requirement derives from the *U.S. Honest Leadership and Open Government Act of 2007* (the "*HLOGA*").

**Affiliations to be Reported:**

Recipient will provide the name of each Covered Official which (a) participated in the establishment of Recipient or (b) as of the date of these Terms and Conditions, participates in the direction and control of Recipient by sitting on its board of directors or acting as a director or chairperson.

"Covered Official" means any: Current member of Congress; Congressional staffer; employee of the Executive Office of the President; employee of the Office of Management and Budget; Presidential Appointee (Deputy Assistant Secretary level and above) and his/her "Schedule C" Assistants of any executive branch agency or department; or military officer ranking Brigadier General, Rear Admiral or above.

**Recipient's Affiliations:**

In the *first box* below if Recipient's response (if any) from its Grant Proposal regarding its Covered Officials. **Prior to signing these Terms and Conditions, Recipient will update/revise this information as needed by crossing out any names/titles in the *first box* below, and adding any additional names/titles of Recipient's Covered Officials in the *second box* below.** If Recipient does not have affiliation with any Covered Officials, please write "N/A" in the *second box*. Reference below to "Title" is to a person's government title, not that person's position with Recipient.

Name:	Title/Nature of Affiliation:
_____	_____
_____	_____
_____	_____

Recipient acknowledges and agrees that the information it provides in this Appendix will be reported to government authorities under the HLOGA and will become public information.

JAN 02 REC'D

THE HENRY V. AND FRANCES W. CHRISTENSON FOUNDATION

c/o James D. Kraus  
3800 Embassy Parkway, Suite 300  
Akron, OH 44333  
Ph: 330-258-6483 – Fax: 330-252-5483  
Email: jkraus@bdblawn.com

December 27, 2012

Nelson Burns  
President and CEO  
Coleman Professional Services  
5982 Rhodes Rd.  
Kent, Ohio 44240

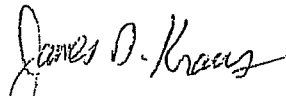
Re: Henry V. and Frances W. Christenson Charitable Foundation

Dear Mr. Burns:

At its Board meeting on December 10, 2012, the Directors of the Henry V. and Frances W. Christenson Foundation approved a grant in the amount of \$5,000 for the installation of new energy efficient windows to the Phoenix building. Enclosed is the Foundation's Check No. 1383.

Sincerely,

cc: TBD

  
James D. Kraus

JDK/nw  
Encl.  
«AK3:1122012\_v1»

THE HENRY V. & FRANCES W.  
CHRISTENSON FOUNDATION  
3800 EMBASSY PKWY, STE. 300  
AKRON, OH 44333

6-271/410 1383

DATE 12-27-12

PAY TO THE ORDER OF Coleman Professional Services \$ 5,000.00

Five Thousand +00/100

FIFTH THIRD BANK

MEMO

0410027111

1383

# Key Private Bank



investments | trust | banking

Karen M. Krino  
Trust Officer  
Vice President

330/258-4044  
219 South Main Street  
Akron, OH 44308

December 13, 2011

Heide Shaffer  
Coleman Professional Services Inc.  
5982 Rhodes Road  
Kent, OH 44240

**Re: Kenneth L. Calhoun Charitable Trust**

Dear Ms. Shaffer:

On behalf of KeyBank National Association, Trustee, we are pleased to inform you that a charitable contribution, in the amount of \$5,000 has been granted from the Kenneth L. Calhoun Charitable Trust. This grant is **restricted toward hiring a professional business development consultant for the Phoenix Building**. The donor should be listed as the Kenneth L. Calhoun Charitable Trust, KeyBank, Trustee.

Please note that the check will be issued and mailed under separate cover and should be received within the next two weeks. We ask that you acknowledge receipt of the check by returning a signed copy of this letter and furnish a written report to us upon the completion of the project. Grant funds not expended or committed for the purpose of the grant must be returned to the Charitable Trust.

On behalf of the Trust, we wish you every success in your program.

Sincerely,

Karen M. Krino  
Vice President

Date: 12/20/2011

By: Heide Shaffer

Key Private Bank is part of KeyBank National Association (KeyBank). Bank and trust products are provided by KeyBank, Member FDIC and Equal Housing Lender. Credit products are subject to credit approval. Investment and insurance products are:

**NOT FDIC INSURED • NOT BANK GUARANTEED • MAY LOSE VALUE • NOT A DEPOSIT  
• NOT INSURED BY ANY FEDERAL OR STATE AGENCY**

Key Private Bank does not give tax or legal advice. Any comments regarding the law and tax treatment in this material simply reflect our understanding of current interpretations of such laws. Since laws are always subject to interpretation and possible changes, we recommend that you seek the counsel of an attorney, accountant, or other qualified tax advisor regarding these matters as they apply to your particular situation.



investments | trust | banking

Karen M. Krino  
Trust Officer  
Vice President

219 S. Main Street  
Akron, OH 44308

direct: 330-258-4044  
fax: 330-258-4050  
toll free: 800-881-0451  
Karen\_M\_Krino@Keybank.com

March 11, 2013

Coleman Professional Services  
Attn: Heidi Shaffer  
5982 Rhodes Road  
Kent, OH 44240

Re: Kenneth L. Calhoun Charitable Trust

Dear Ms. Shaffer:

On behalf of KeyBank National Association, Trustee, we are pleased to inform you that a charitable contribution, in the amount of \$5,000 has been granted from the Kenneth L. Calhoun Charitable Trust. This grant is **restricted toward underwriting funding to research and plan for development of three new enterprise business'**. The donor should be listed as the Kenneth L. Calhoun Charitable Trust, KeyBank, Trustee.

Please note that the check will be issued and mailed under separate cover and should be received within the next two weeks. We ask that you acknowledge receipt of the check by returning a signed copy of this letter and furnish a written report to us upon the completion of the project. Grant funds not expended or committed for the purpose of the grant must be returned to the Charitable Trust.

On behalf of the Trust, we wish you every success in your program.

Sincerely,

Karen M. Krino  
Vice President

Date: 3-18-2013

By: Adam W. Burns

Key Private Bank is part of KeyBank National Association (KeyBank). Bank and trust products are provided by KeyBank, Member FDIC and Equal Housing Lender. Credit products are subject to credit approval. Investment and insurance products are:

NOT FDIC INSURED • NOT BANK GUARANTEED • MAY LOSE VALUE • NOT A DEPOSIT  
• NOT INSURED BY ANY FEDERAL OR STATE AGENCY



Joseph Bica, Jr.  
Mayor and Safety Director

210 Park Way • PO Box 1215  
Ravenna, OH 44266  
p 330.296.3864 • c 330.606.9967  
jbica@ci.ravenna.oh.us



November 6, 2012

Susan Schweitzer, LSW  
Grant Writing Specialist  
Coleman Professional Services  
5982 Rhodes Road  
Kent, OH 44240

RE: Phoenix Project

Dear Susan:

Please consider this letter as a commitment to provide \$75,000 of City of Ravenna HOME Revolving Loan Funds for the Coleman Phoenix Project in downtown Ravenna.

The terms of the loan will be 2% interest (compounded annually) with no payments required for five (5) years. The loan will begin amortizing and payments will begin at the beginning of year six (6) for an additional term of ten (10) years.

The loan is further contingent upon the satisfactory completion of the Environmental Review and compliance with State of Ohio Residential Rehabilitation Standards. These reporting requirements and all other records pertaining to this loan will be facilitated and maintained by Neighborhood Development Services.

If you have any questions please do not hesitate to contact me.

Sincerely,

Joseph Bica, Jr.  
Mayor and Public Safety Director



Department of  
Development

John R. Kasich, Governor

Christiane Schmenk, Director

September 28, 2012

Susan Schweitzer  
5982 Rhodes Rd.  
Kent, OH 44240

Dear Mrs. Schweitzer:

The Ohio Department of Development welcomes this opportunity to assist Coleman Professional Services in its efforts to redevelop the Phoenix Building by committing up to \$150,000 in Brownfield Revolving Loan Funds for asbestos and lead-based paint remediation activities.

Investments in brownfield redevelopment are an important factor in attracting and retaining business in Ohio as well as creating pride in our communities. This state supports a cooperative effort between the Ohio Department of Development and the U.S. Environmental Protection Agency to partner with local communities and businesses to redevelop brownfields. The Phoenix Building project is a wonderful example of Ohio's efforts to strive for community-driven brownfield redevelopment. We look forward to working with you on this site.

Sincerely,

A handwritten signature in black ink, reading "Christiane Schmenk".

Christiane Schmenk  
Director  
Ohio Department of Development

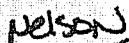


Department of  
Mental Health

John R. Kasich, Governor  
Tracy J. Plouck, Director

January 23, 2013

Nelson Burns, President & CEO  
5982 Rhodes Road  
Kent, Ohio 44240



Dear Mr. Burns:

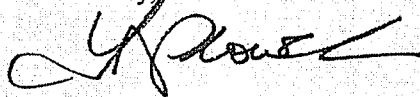
The Ohio Department of Mental Health is pleased to partner with you, the ADAMH Board and the Ohio Housing Finance Agency (OHFA) in the development of a Permanent Supportive Housing project for persons who have severe mental disabilities. Housing is the cornerstone to recovery and permanent supportive housing provides safe, decent and affordable housing with supports necessary to assist individuals in maintaining their housing and be members of the community of their choice.

Your application for the Housing Innovation Funds Grant through Ohio Housing Finance Agency is eligible for match from Community Capital funds. ODMH plans to utilize funds from the 2013-2014 Capital Biennium to support the capital construction costs for this ten unit Permanent Supportive Housing Project. ODMH will contribute up to \$500,000.00 for the approved construction and development costs, to assist in the leveraging of the OHFA funds. ODMH funding may not be utilized for operating, supportive services, development fees or administrative costs.

The release of these funds are contingent upon all sources of the project development funds secured by June 30, 2013, project approval by the Ohio Housing Finance Agency, the State Controlling Board, and execution of the project according to ODMH's community capital guidelines.

We support your efforts to leverage state, local and federal funds to assist people with mental illness in having access to safe, decent and affordable housing, and please feel free to contact Roma Barickman at (614) 466-4750 if you have any questions.

Sincerely,



Tracy J. Plouck  
Director

TJP/mlc

cc: Hamid Mehrizi, ODMH  
Roma Barickman, ODMH  
Joel Mowry, Portage ADAMHS Board

Establishing mental health as a cornerstone of overall health

30 East Broad Street  
Columbus, Ohio 43215  
mentalhealth.ohio.gov

614 | 466-2596  
614 | 752-9696 TTY  
614 | 752-9453 Fax



**COLEMAN FOUNDATION  
BOARD OF TRUSTEE MEETING MINUTES  
Wednesday, December 7, 2011**

The Board of Trustees of the Coleman Foundation met at Coleman Professional Services in Franklin Township at 5:45 p.m. on Wednesday, December 7, 2011.

1. In Attendance: Richard Abbott, Nelson Burns, Jeff Fowler, Betsy Mangin, Dave Petrone, Tammy Ryneerson, Susan Sammons, Betsy Tomasko, and Mark Yankovich.

Unable to Attend: Ron Burbick, Nancy Arthur, Aaron Baker, Kurt Blemaster, Frank Carozzi, and Eric Wertz.

Staff in Attendance: Bill Childers (Executive Director), Pam Fife (Coordinator of Annual Giving), and Jennifer Corby (Recorder).

Betsy Tomasko welcomed everyone.

**WELCOME – Mission Moment**

A client from Coleman Professional Services Behavioral Unit told her story about her 20 year struggle mental illness before becoming a client of Coleman and recovery with the help of Coleman and its staff during the last 18 months.

Betsy Tomasko introduced and welcomed Jeff Fowler to the Board.

2. **REVIEW OF AGENDA**: There were not any recommended changes.
3. **REVIEW OF MINUTES**: The August 31, 2011 meeting minutes were reviewed. There were not any recommended changes.

**2011-15**

BE IT RESOLVED the Coleman Foundation Board of Trustees approve the minutes dated August 31, 2011.

**ACTION**: Nelson Burns motioned for the approval of the minutes. Betsy Mangin seconded the motion. The motion passed with one abstention.

4. **REPORTS**:
  - A. Fiscal and Operations Committee: Nelson Burns provided a summary of the Fiscal and Operations Committee meeting.


1. Balance Sheet and Income/Expense Statements October ending 2011: Year to date income of \$555,986 and expenses of \$475,313 with a net income of \$80,673 which is well below the budgeted amount.
2. Investment Earnings Report: Nelson Burns presented the Investment Earnings report to the Board. Nelson Burns reported the Dodge & Cox Balanced and T. Rowe Price Capital were transferred to cash and then into GNMA funds as moved by the Coleman Foundation Board to Trustees on August 31, 2011.
3. Operating and Investment Report: Nelson Burns presented the Operating and Investment Report. Nelson Burns discussed restricted and unrestricted funds. The Board questioned the collectability of pledges. Nelson Burns stated the biggest issue is employee pledges, for example, when employees are no longer employees.
4. Endowment Asset Allocation Pie Charts: The Board reviewed the pie charts.
5. Dean Barry Investment Performance Overview: Nelson Burns reported the Coleman Foundation Fiscal and Operation Committee will have a conference call with Jeff Lucas from LLP Financial to review the 3<sup>rd</sup> quarter reports. He invited Board members to participate.

B. Development/Fundraising Plan:

1. Overview of Development Plan Goals: Bill Childers provided an overview of the fundraising activities as of October 31, 2011.
  - a) Historical Donations by Quarter: Bill Childers presented a chart representing fundraising revenue by quarter for the past 5 years. The chart clearly shows most of the fundraising revenue is made in the last 2 quarters of the calendar year.
2. Touching Lives, Changing Destinies Campaign Update: Bill Childers presented a revised chart for the total attainment for the Touching Lives, Changing Destinies Campaign as of October 31, 2011. Attainment as of October 31, 2011 was \$2,549,310. The Campaign Committee reorganized the Campaign Buckets to better represent the campaign goals.
  - a) Coleman Coffees: Bill Childers provided a summary Coleman Coffees. The Coffees are held twice a month in Portage County. Tammy Rynearson informed the Board the Coffee attendees are not asked for money, but are informed of the importance of the work Coleman provides through actual client stories. On April 25, 2012 the Coleman Foundation will have a breakfast "ASK" event at NEOMED for 300 people. The purpose of this event is to create sustainable funding. Tammy Rynearson asked the Coleman Foundation Board members to consider becoming a Leadership donor for this event.
3. Event Report: Pam Fife presented a summary of the events. The 23<sup>rd</sup> Right at Home was held on September 10, 2011 at the home of Janet and David Dix in Sugar Bush Knolls. The event raised \$68,355 and 251 people attended. On November 1, 2011, J.O.B.S. was at Joseph Saxton Gallery of Photography in Canton. The event raised \$5,098 and 50 people attended. The net income for events as of November 30, 2011 was \$68,621.
4. Annual Drive: Pam Fife reported as of December 5, 2011, \$60,642, representing 365 donors, has been raised for the annual drive, compared to December 5, 2010 of \$45,426 representing 286 donors.

5. Planned Giving Report: Bill Childers stated four people have signed commitment forms stating Coleman Foundation is a part of their estate plan. The Foundation is still encouraging donors to make a gift through their IRA. Bill Childers reported the Coleman Foundation has been named a beneficiary of a new Charitable Remainder Trust.

C. Awards Distribution:

1. Blemaster Goldberg Personal Assistance Grants: Tammy Rynearson explained the purpose of the awards and a summary of the awards given in September and December 2011. 26 applications were submitted and 19 were funded. Tammy Rynearson informed the Board, the Blemaster/Goldberg Committee has revised the application to collect more information regarding auto repair requests.
2. External Awards: Nelson Burns reported the Coleman Foundation was a \$200 sponsor for Area Agency on Aging's raffle.
3. Quarterly Project Request from CPS: Nelson Burns presented to the Board a request from Coleman Professional Services to fund at total of \$59,000 in projects:
  - a) \$10,000 Counseling Services for indigent children in the Rootstown School System who are not eligible for Medicaid or other health insurance.
  -  b) \$25,000 Renovations of the Downtown Phoenix Building to provide renovated apartments for four (4) homeless adults.
  - c) \$19,000 Telemedicine Equipment; providing telemedicine through psychiatry from Kent to Lima, Ohio.
  - d) \$5,000 Kent State University training for Lean Six Sigma projects. Used to continually improve Coleman's many clinical services through facilitator consultants and staff training.

2011-16

BE IT RESOLVED the Coleman Foundation Board of Trustees approves to fund four (4) Coleman Professional Services projects for a total of \$59,000 by December 31, 2011.

ACTION: Dave Petrone motioned to approve funding four (4) Coleman Professional Services projects for a total of \$59,000 by December 31, 2011. Tammy Rynearson seconded the motion. The motion passed unanimously with one abstention.

D. Governance:

1. Designation of Gift Policy: Nelson Burns presented a Foundation Gift Policy to the Board of Trustees to approve. The purpose for this policy and procedure is to clarify the process by which grant requests are reviewed by the Foundation Board members and a responsible decision can be made about the distribution or award of these funds.

2011-17

BE IT RESOLVED the Coleman Foundation Board of Trustees approves the Foundation Gift Policy.

ACTION: Nelson Burns motioned to approve the Foundation Gift Policy. Mark Yankovich seconded the motion. The motion passed unanimously.

5. OLD BUSINESS:

- A. Coleman Professional Services Update – Nelson Burns reported Coleman Professional Services' Board of Trustees has approved purchasing the Phoenix Building in downtown Ravenna. The space will provide Coleman Professional Services with four apartments and retail space.

6. NEW BUSINESS:

- A. Acceptance of Financial Reports

2011-18

BE IT RESOLVED that the Coleman Foundation Board of Trustees accepts the Financial Reports.

ACTION: Betsy Mangin motioned to accept the Financial Reports. Dave Petrone seconded the motion. The motion passed unanimously.

- B. 2012 Coleman Foundation Budget

Nelson Burns presented the Coleman Foundation 2012 Annual Budget to the Board, stating the biggest change is in administrative contract services. The Coleman Foundation will no longer pay Coleman Professional Services for the entire fundraising personnel; beginning in 2012 the Coleman Foundation will pay approximately only 10%.

2011-19

BE IT RESOLVED, the Coleman Foundation Board of Trustees approves the 2012 Coleman Foundation Budget with revenue of \$1,122,829.18, expenses totaling \$362,774.48 and a net income of \$760,054.70.

ACTION: Nelson Burns motioned to approve the 2012 Coleman Foundation Budget. Sue Sammons seconded the motion. The motion passed unanimously.

- C. Board of Trustee Resignation

Nelson Burns presented to the Board a letter from Kurt Blemaster requesting to resign from the Coleman Foundation Board of Trustees.

2011-20

BE IT RESOLVED, the Coleman Foundation Board of Trustees accepts the resignation of Kurt Blemaster from the Coleman Foundation Board of Trustees.

ACTION: Nelson Burns motioned to accept the resignation of Kurt Blemaster from the Coleman Foundation Board of Trustees. Tammy Rynearson seconded the motion. The motion passed unanimously.

D. Other

Nelson Burns, on behalf of the Coleman Foundation Board of Trustees, thanked the fundraising staff for their hard work and dedication.

7. DATES TO REMEMBER:

A. Future Coleman Foundation Board of Trustee Meeting(s)

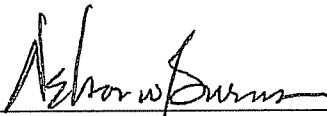
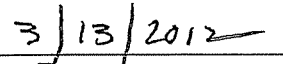
March 7, 2012, 5:30 pm, Rhodes Road Room 118

May 23, 2012, 5:30 pm, Rhodes Road Room 118

August 22, 2012, 5:30 pm, Rhodes Road Room 118

December 12, 2012, 5:30 pm, Rhodes Road Room 118

8. ADJOURNMENT: The Coleman Foundation Board of Trustee meeting adjourned at 7:15 p.m.

  
By: Nelson W. Burns, Secretary/Treasurer  
Date



September 29, 2011

Mr. Don Seeley  
3182 E. Via Palomito  
Tucson, AZ 85713

Dear Don,

It was good to talk with you a couple of weeks ago. Thanks as always for your concern and support of Coleman and our most vulnerable clients. As we discussed, Coleman currently has several new residential projects in Lima, Kent, Ravenna and Warren Ohio that address the need for safe and affordable housing for the persons who are homeless and have a mental illness. Two of these projects are in Portage County where there are currently about 30 people who are homeless and have a diagnosed mental health illness or disability.

5982 Rhodes Road  
Kent, Ohio 44240  
330-676-6876  
800-673-1347  
Fax 330-678-3677



**Phoenix Project – Ravenna**

Coleman Professional Services plans to purchase and rehabilitate the west end of the historic Phoenix Building (105-109 E. Main St.) in the Historic District of Downtown Ravenna. The purpose of the project is to provide safe, affordable and permanent supportive housing for 10 adults who have mental health disabilities, who are homeless or precariously housed.

Coleman will construct eight one-bedroom apartments and two efficiency apartments with kitchens on all three floors of the Phoenix Building. Two apartments will be designed for wheelchair ease of access. This property also consists of three storefronts, which will become Coleman-operated enterprises, providing a unique funding stream for Coleman's services, as well as employment opportunities for consumers involved in Coleman's Vocational Rehabilitation program. Other amenities will include eight on-site parking spaces, a laundry room and an enclosed courtyard for the residents' use at the back of the building.

**Kent Housing**

Coleman Professional Services proposes to build a four unit apartment building to provide permanent, stable and affordable housing in Kent to house four (4) homeless individuals with chronic mental illness and/or other disabilities. The structure will be designed based on a scaled-down version of the Walter C. Capling Apartments. This project will leverage Portage County funds through the Community Development Block Grant program.

I hope you will consider a commitment of \$10,000 (over 5 years) to Coleman's Residential Services. Please see the enclosed commitment form. Commitments to fund the development of these vital facilities are critical in completing plans and beginning the construction process.

Thank you again for your generosity to Coleman. I Look forward to seeing you in November.

All the Best,



Nelson W. Burns  
President and CEO

Enclosures



November 15, 2011

Mr. and Mrs. Donald Seeley  
3182 E Via Palomita  
Tucson, AZ 85718

Dear Hope and Don,

Thank you for your generous commitment of \$10,000 and initial pledge payment of \$2,000 to the Coleman Foundation's *Touching Lives, Changing Destinies* Campaign. The Campaign is designed to significantly enhance the Foundation's ability to provide new resources to support Coleman Professional Services' award winning programs.

Coleman Residential Services provides services to individuals struggling with a range of behavioral health challenges who need crisis stabilization and/or housing. Coleman operates two crisis stabilization units, one in Portage County and one in Allen County, four supported living sites and two group homes in Portage County, and several supportive living sites in Allen, Auglaize and Hardin Counties. In addition, Coleman owns and operates 55 units of permanent supportive housing in Portage County and 8 in Trumbull County.

The Foundation Board of Trustees and the Campaign Committee appreciate your generosity.

Sincerely,

William E. Childers  
Executive Director

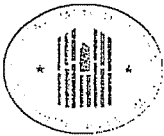
*Special Thanks again! Much Love Nelson*

	Campaign
Total Pledge	\$10,000
Current Gift	2,000
Pledge Balance	\$8,000

*NOTE: No goods and services were received for this contribution, and the entire amount is tax-deductible as Coleman Foundation is recognized by the IRS as a tax exempt organization under section 501(c)(3) I.R.C.*

In support of The Coleman Foundation



 <b>A. U.S. Department of Housing and Urban Development</b>		<b>B. Type of Loan</b>	
		1. <input type="checkbox"/> FHA      2. <input type="checkbox"/> RHS      3. <input type="checkbox"/> Conv. Unins. 4. <input type="checkbox"/> VA      5. <input type="checkbox"/> Conv. Ins.      [X] Other.	
<b>Settlement Statement</b>		6. File Number <div style="text-align: center;">901533</div>	
		7. Loan Number	
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.		8. Mortgage Ins. Case No.	
D. Name of Borrower: Coleman Professional Services, Inc. By Nelson W. Burns, CEO, 5982 Rhodes, Kent, OH 44240			
E. Name of Seller: Portage Community Bank By Kevin T. Lewis, President, 1311 E. Main Street, Ravenna, OH 44266			
F. Name of Lender: Portage Community Bank, 1311 East Main Street, Ravenna, OH 44266			
G. Property Location: 105, 107 and 109 E. Main & 116-118 Chestnut St., Ravenna, OH 44266			
H. Settlement Agent: Bennett Land Title Agency (330) 677-4007 Place of Settlement: 4030 State Route 43, Brimfield, OH 44240		TIN: <span style="background-color: black; color: black;">XXXXXXXXXX</span>	
I. Settlement Date: 12/29/2011		Proration Date: 12/30/2011	
<b>J. Summary of Borrower's Transaction</b>		<b>K. Summary of Seller's Transaction</b>	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	100,000.00	401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	1,481.25	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower:	101,481.25	420. Gross Amount Due to Seller	
200. Amounts Paid by or in Behalf of Borrower:		500. Reduction in Amount Due to Seller:	
201. Deposit or earnest money /BLTA	1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	80,000.00	502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207. Seller Credit for Asbestos removal		507. Seller Credit for Asbestos removal	
208. 1/2 Owners Title Insurance Credit		508. 1/2 Owners Title Insurance Credit	
209. Conveyance/Transfer Tax Credit		509. Conveyance/Transfer Tax Credit	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes 1/1/2011 to 9/1/2011	4,012.34	511. County taxes 1/1/2011 to 9/1/2011	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	85,012.34	520. Total Reduction Amount Due Seller:	
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	101,481.25	601. Gross amount due to seller (line 420)	
302. Less amount paid by/for borrower (line 220)	85,012.34	602. Less total reduction in amount due seller (line 520)	
303. CASH (X)FROM ( )TO BORROWER	16,468.91	603. CASH ( )FROM (X)TO SELLER	

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Bennett Land Title Agency (330) 677-4007 with your correct taxpayer identification number.

If you do not provide Bennett Land Title Agency (330) 677-4007 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.

Portage Community Bank By Kevin T. Lewis, President

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

L. Settlement Charges		12/28/11 4:02 PM	File Number: 901533
700.	Total Real Estate Broker Fees		
	Division of commission (line 700) as follows:		
701.			
702.			
703.	Commission paid at settlement	0.00	
704.			
705.	Broker Fee to Cutler Real Estate		
706.	Administrative Fee		
800.	Items Payable in Connection with Loan		
801.	Our origination charge (Includes Origination Point 0% or \$0.00) (from GFE#1) \$325.00		
	to Portage Community Bank		
802.	Your credit or charge (points) for specific interest rate chosen (from GFE#2)		
803.	Your adjusted origination charges (from GFE A)	325.00	
804.	Appraisal fee (from GFE#3)		
805.	Credit report (from GFE#3)		
806.	Tax service (from GFE#3)		
807.	Flood certification to LPS National Flood (from GFE#3)	12.00	
808.			
809.			
810.			
811.			
812.			
900.	Items Required by Lender to Be Paid in Advance		
901.	Daily interest charges (from GFE#10)		
902.	Mortgage insurance premium (from GFE#3)		
903.	Homeowner's insurance (from GFE#11)		
904.			
905.			
1000.	Reserves Deposited with Lender		
1001.	Initial deposit for your escrow account (from GFE#9)	0.00	
1002.	Homeowner's insurance		
1003.	Mortgage insurance		
1004.	City property taxes		
1005.	County property taxes		
1006.	Annual Assessments (maint.)		
1007.			
1008.			
1009.	Aggregate Adjustment		
1100.	Title Charges		
1101.	Title services and lender's title insurance (from GFE#4)	100.00	
1102.	Settlement or closing fee to Bennett Land	150.00	
1103.	Owner's title insurance to Bennett Land Title Agency (from GFE#5)	201.25	
1104.	Lender's title insurance to Bennett Land Title Agency \$100.00		
1105.	Lender's title policy limit \$80,000.00		
1106.	Owner's title policy limit \$100,000.00		
1107.	Agent's portion of the total title insurance premium * \$427.12		
1108.	Underwriter's portion of the total title insurance premium \$75.38		
1109.	Agent Name: Bennett Land Title Agency		
1110.	Underwriter Name: Stewart Title Guaranty Company		
1111.	EPA & Survey Coverage		
1112.	CPC Coverage - Lender to Stewart Title Guaranty	35.00	
1113.	E-mail Docs Service Fee		
1114.	Title Insurance Binder Fee to Bennett Land Title Agency	50.00	
1115.	Overnight Courier Service Fee		
1116.	Wire Service Fee		
1117.	Title Exam/Search Fee to Bennett Land Title Agency	125.00	
1118.	Deed Preparation to Jeffrey D. Win		
1200.	Government Recording and Transfer Charges		
1201.	Government recording charges (from GFE#7)	208.00	
1202.	Deed/Mortgage/Release Deed \$52.00 Mortgage \$156.00		
1203.	Transfer taxes (from GFE#8)	0.00	
1204.	City/County tax/stamps Deed \$400.00		
1205.	State tax/stamps Deed \$2.00		
1206.			
1300.	Additional Settlement Charges		
1301.	Required services that you can shop for (from GFE#6)	275.00	
1302.	Survey to Campbell & A: \$275.00		
1303.			
1304.			
1305.			
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)	1,481.25	

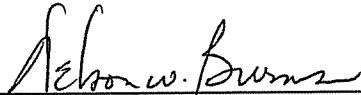
March 28, 2013

5982 Rhodes Road  
Kent, Ohio 44240  
330-673-1347  
800-673-1347  
Fax 330-678-3677

Ohio Development Services Agency  
Office of Redevelopment  
77 South High Street, 26<sup>th</sup> Floor  
Columbus, Ohio 43215

To Whom It May Concern:

Please accept this letter as Coleman Professional Services' commitment to provide \$619,746 for the Phoenix Project in Ravenna, Ohio.



Nelson W. Burns  
President & Chief Executive Officer



Ben Dabbs  
Vice President & Chief Financial Officer

*An Equal Opportunity  
Employer and Service  
Provider*

*In association with Allen,  
Auglaize, Hardin,  
Portage, Stark, Summit  
and Trumbull Community  
Mental Health Boards.*

*Accredited by CARF, the  
Commission on  
Accreditation of  
Rehabilitation Facilities,  
Ohio Department of  
Mental Health, Ohio  
Department of Health,  
and Ohio Department of  
Drug and Alcohol  
Addiction Services.*